



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 19, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**48 June 19, 2012**

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **AWARD OF CONTRACTS FOR THE AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

This action is to award ten contracts for the As-Needed Emergency Debris Removal Services Program to manage and clean up debris on the County rights of way in the event of a major disaster, such as an earthquake.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award ten contracts for As-Needed Emergency Debris Removal Services Program in an annual aggregate program sum of \$25 million to: American Integrated Services, Inc.; Clarke Contracting Corporation; Ceres Environmental Services, Inc., d.b.a. Environmental Services Group; AshBritt, Inc.; National Demolition Contractors; DRC Pacific, Inc.; Interior Demolition, Inc.; Burns-Pacific Construction, Inc.; Phillips and Jordan, Inc.; and CrowderGulf LLC. These contracts will be for a term of one year commencing upon your Board's approval or execution by each party, whichever occurs last, with four 1-year renewal options and a month-to-month extension for up to six months for a maximum potential term of 66 months and a potential maximum aggregate program sum of \$137,500,000.
3. Authorize the Director of Public Works or her designee to annually increase the aggregate program amount up to an additional 10 percent of the annual aggregate program amount for

unforeseen, additional work within the scope of the contract, if required; and to adjust the aggregate program amount for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

4. Authorize the Director of Public Works or her designee to execute these contracts; to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, each individual contractor has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to have a program in place to manage and clean up debris on the County rights of way, Los Angeles County Flood Control District rights of way, and may include any location within the borders of Los Angeles County, including city road rights of way where emergency debris removal is required in the event of a major disaster, such as an earthquake. This work will involve urgent or emergency as-needed debris clearance and/or debris removal operations within public rights of way, including contract city road rights of way. The contracted services are not designed to replace the Department of Public Works (Public Works) field maintenance forces but are to supplement the County field maintenance forces ability to handle emergency or disaster events where a substantial amount of debris clearing and debris removal is necessary.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

This program is for an aggregate annual amount of \$25 million plus 10 percent for unforeseen, additional work within the scope of the contracts and cost-of-living adjustments in accordance with the contract. This amount is based on Public Works' estimated potential utilization of the contractors' services following a major disaster.

Funding for these services is included in the Fiscal Year 2011-12 and Recommended Fiscal Year 2012-13 Internal Service Fund Budgets, which will be reimbursed by the Flood Control District Fund and Road Fund Budgets. When the need arises for services under this program, financing the required services will be from the appropriate fund source. Total annual expenditures for these services, however, will not exceed the program amount approved by your Board. Funds to finance the program's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractors are American Integrated Services, Inc., located in Wilmington, California; Clarke Contracting Corporation, located in Lawndale, California; Ceres Environmental Services, Inc., d.b.a. Environmental Services Group, located in Brooklyn Park, Minnesota; AshBritt, Inc., located in Deerfield Beach, Florida; National Demolition Contractors, located in San Pedro, California; DRC Pacific, Inc., located in San Jose, California; Interior Demolition, Inc., located in Montrose, California; Burns Pacific Construction, Inc., located in Thousand Oaks, California; Phillips and Jordan, Inc., located in Redlands, California; and CrowderGulf LLC, located in Theodore, Alabama. These contracts will commence upon your Board's approval or execution by each party, whichever occurs last. With your Board's delegated authority, the Director of Public Works (Director) or her designee may renew these contracts for four 1-year renewal options and a month-to-month extension for up to six months for a maximum potential term of 66 months.

Awarding multiple contracts will allow Public Works to ensure timely response to workload requirements. When work is identified, Public Works will always first offer the work to the highest-ranked contractor as specified in the contract (Enclosure A). If the highest-ranked contractor is not able to perform all or a portion of the required work within Public Works' time frame, Public Works may choose to offer all or a portion of the work to the next highest-ranked contractor and so forth until a contractor or contractors are found to be available to accomplish all or a portion of the work. The County reserves the right to use multiple contractors to fulfill the high volume of work.

The contracts will be substantially similar to the form previously approved by County Counsel (Enclosure A). Prior to the Director or her designee executing these contracts, the contractor will sign and County Counsel will review it as to form. The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the requirements of the Chief Executive Officer and your Board.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Statement of

Qualification (RFSQ) for these contracted services was submitted on April 2, 2012, to the appropriate union for review. Public Works met and consulted with Service Employees International Union 721 on May 10, 2012. No additional questions have been posed by the union regarding this service.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed and intermittent basis; hence, these contracts are not Proposition A contracts (Los Angeles County Code, Chapter 2.121).

The RFSQ was reviewed in its entirety by the Chief Executive Office County Disaster Administrative Team before its release as it relates to disaster assistance programs.

These contracts include a cost-of-living adjustment provision, which is in accordance with your Board's Policy approved January 29, 2002.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15301(c) and 15301(h) of CEQA.

### **CONTRACTING PROCESS**

On April 3, 2012, Public Works solicited proposals from 760 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFSQ was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Ventura Star Free Press; the Bakersfield Californian; the Riverside Press Enterprise; the San Bernardino Sun; the Orange County Register; the San Diego Union Tribune; the Imperial Valley Press; The Tribune (San Luis Obispo); and the Los Angeles Times.

On April 25, 2012, ten proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFSQ. All proposals having met these requirements were then ranked with the lowest-proposed overall price receiving the highest ranking. Based on meeting the minimum requirements of the RFSQ, it is recommended that contracts be awarded to the ten apparent responsive and responsible proposers.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees.

### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

6/19/2012

Page 5

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

SAMPLE AGREEMENT FOR  
AS-NEEDED EMERGENCY  
DEBRIS REMOVAL SERVICES PROGRAM (2012-AN013)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 25, 2012, hereby agrees to provide services as described in this Contract for As-Needed Emergency Debris Removal Services (2012-AN013)

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit G.1, Sample Invoice; Exhibit J, Daily Labor and Equipment Usage; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all contractors providing Services under this Program, an aggregate annual amount to exceed \$25 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that work shall be offered first to the highest-ranked Contractor in as specified an Attachment A. The County reserves the right to utilize all available Contractors, as determined by the Contract Manager. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing upon Board approval or execution by each party, whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential contract of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the

full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

SIXTH: The CONTRACTOR shall bill weekly, in arrears, for the work performed during the preceding week. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program, except where State or Federal law has preempted the regulation of these Contracts. In such cases, the State or Federal mandates shall take precedence. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

//  
//

**TWELFTH:** In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through J, inclusive, the COUNTY'S provisions shall control and be binding.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

Page 3 of 4



IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI  
Acting County Counsel

By \_\_\_\_\_  
Deputy

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

P:\aspub\CONTRACT\Jesus\As-Needed Emergency Debris Removal\2011 RFP\BOARD LETTER\ENCLOSURE A AGREEMENT.doc

**LIST OF CONTRACTORS AND RANKINGS FOR  
AS-NEEDED EMERGENCY DEBRIS REMOVAL PROGRAM**

<p><b><u>No. 1</u></b></p> <p>American Integrated Services, Inc. 1502 East Opp Street Wilmington, CA 90744 310-522-1168 <a href="mailto:dherrera@americanintegrated.com">dherrera@americanintegrated.com</a></p>	<p><b><u>No. 6</u></b></p> <p>DRC Pacific, Inc. 499 14th Street, Suite 201 San Jose, CA 95131-1040 251-343-3581 <a href="mailto:Bpersons@drcusa.com">Bpersons@drcusa.com</a></p>
<p><b><u>No. 2</u></b></p> <p>Clarke Contracting Corporation 4646 Manhattan Beach Boulevard Lawndale, CA 90260 310-542-7724 <a href="mailto:ccclawndale@yahoo.com">ccclawndale@yahoo.com</a></p>	<p><b><u>No. 7</u></b></p> <p>Interior Demolition, Inc. 2621 Honolulu Avenue Montrose, CA 91020 818-249-4932 <a href="mailto:Marco@InteriorDemolition.net">Marco@InteriorDemolition.net</a></p>
<p><b><u>No.3</u></b></p> <p>Ceres Environmental Services, Inc. d.b.a. Environmental Services Group 3825 85th Avenue North Brooklyn Park, MN 55443 800-218-4424 <a href="mailto:Gail.hanscom@ceresenvironmental.com">Gail.hanscom@ceresenvironmental.com</a></p>	<p><b><u>No. 8</u></b></p> <p>Burns-Pacific Construction, Inc. 505 East Thousand Oaks Boulevard Thousand Oaks, CA 91360 805-371-4171 <a href="mailto:paul.burnspacific@verizon.net">paul.burnspacific@verizon.net</a></p>
<p><b><u>No. 4</u></b></p> <p>AshBritt, Inc. 565 East Hillsboro Boulevard Deerfield Beach, FL 33441 954-545-3535 <a href="mailto:response@ashbritt.com">response@ashbritt.com</a></p>	<p><b><u>No. 9</u></b></p> <p>Phillips and Jordan, Inc. 25809 Business Center Drive, Suite A Redlands, CA 92374 800-511-6027 <a href="mailto:mharwood@pandj.com">mharwood@pandj.com</a></p>
<p><b><u>No. 5</u></b></p> <p>National Demolition Contractors 1536 West 25th Street, No. 248 San Pedro, CA 90732 310-732-1991 <a href="mailto:Jennifer@nationaldemolition.com">Jennifer@nationaldemolition.com</a></p>	<p><b><u>No. 10</u></b></p> <p>CrowderGulf LLC 5435 Business Parkway Theodore, AL 36582 251-459-7430 <a href="mailto:jramsay@crowdergulf.com">jramsay@crowdergulf.com</a></p>

## Bid Detail Information

**Bid Number :** PW-ASD854  
**Bid Title :** AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES PROGRAM (2012-AN013)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** DISASTER PREPAREDNESS SERVICES/ EMERGENCY PLANNING SERVICES  
**Open Date :** 4/3/2012  
**Closing Date :** 4/25/2012 5:30 PM  
**Bid Amount :** \$ 25,000,000  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests statements of qualifications for the As-Needed Emergency Debris Removal Services Program (2012-AN013). The total annual amount of this program is estimated to be \$25 million. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Jesus Castillo at (626) 458 4055, [jcastill@dpw.lacounty.gov](mailto:jcastill@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

PROPOSERS ARE ADVISED TO CHECK THIS WEBSITE WEEKLY FOR ANY ADDENDUMS.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer, its managing employees, or subcontractor(s) must have a minimum of three years of experience providing services to clean up, remove, haul, and dispose of debris similar to the work described in the Scope of Work, Phase 1 and Phase 2.
  2. Proposer or its subcontractor(s) must own a minimum of 50 pieces of equipment such as skip loaders, cranes, and haul trucks necessary for debris removal and hauling operations. The minimum of 50 pieces of equipment must be listed on the enclosed Form PW 18.1. Multiple subcontractor(s) may be used to meet this requirement.
  3. Proposer or its subcontractor(s) must provide a minimum of one Certified Arborist. The arborist must be listed on the enclosed Form PW-18.2.
  4. Proposer or its subcontractor(s) must possess a valid and active Waste Collectors Permit issued by the Los Angeles County Department of Public Health or must include an affirmation statement stating that a Waste Collectors Permit issued by the Los Angeles County Department of Public Health will be obtained prior to execution of the Contract. (Form PW-18.3)
  5. Proposer or its subcontractor(s) must provide, at a minimum, 50 operators to operate the equipment listed on Form PW-18.1. Each operator must also possess a valid and active Commercial Driver License A or B with any other certifications or license required to operate the equipment. Multiple subcontractor(s) may be used to meet this requirement. Please use the enclosed Form PW-18.4. Due to the high volume of equipment and trucks required for this service, contracts will not be awarded to individual owner-operators.
- The deadline to submit proposals is Wednesday, April 25, 2012, at 5:30 p.m. Please direct your questions to Mr. Castillo at the number listed on the previous page.

**Contact Name :** Jesus Castillo  
**Contact Phone# :** (626) 458-4055  
**Contact Email :** [jcastill@dpw.lacounty.gov](mailto:jcastill@dpw.lacounty.gov)  
**Last Changed On :** 4/3/2012 9:58:24 AM

[Back to Last Window](#)